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14 NEWMARK MERRILL COMPANIES, INC.

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17

18 NEWMARK MERRILL COMPANIES,
INC., a California corporation,

19 Plaintiff,

20 v.

21 NEWMARK & COMPANY REAL
22 ESTATE, INC., a New York corporation;
23 NEWMARK GROUP, INC., a New York
corporation; and DOES 1 through 10,
inclusive,

24 Defendants.
25
26
27
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Case No. 2:23-cv-02370-HDV-E
[Honorable Hernan D. Vera]

**NOTICE OF SETTLEMENT AND
JOINT STIPULATION FOR LIMITED
STAY OF PROCEEDINGS TO BE
FOLLOWED BY DISMISSAL WITH
PREJUDICE OF ENTIRE ACTION**

*[Filed Concurrently with (Proposed)
Order]*

1 Plaintiff NewMark Merrill Companies, Inc. (“Plaintiff”) and Defendants
2 Newmark & Company Real Estate, Inc. and Newmark Group, Inc. (together,
3 “Defendants,” and with Plaintiff, the “Parties”) are pleased to report to the Court that,
4 on March 3, 2025, the Parties reached a settlement agreement in principle that will result
5 in the full resolution of their dispute and the dismissal of this entire action, with
6 prejudice.

7 While a settlement has been reached, this is a breach of contract and trademark
8 infringement case involving businesses operating across multiple states. The Parties
9 have agreed to a framework for and draft of a new Co-Existence Agreement (to
10 supersede and replace that which is the subject of this lawsuit) and are in the process of
11 drawing up a separate Settlement Agreement along with multiple exhibits and schedules
12 necessary to accomplish a full and complete resolution of this matter. Upon the
13 execution of the new Co-Existence Agreement and separate written settlement
14 agreement, the Parties will file a request for dismissal with prejudice, which will include
15 a request that the Court retain jurisdiction to interpret and enforce the settlement.
16 However, given the number of parties involved and attendant documents that need to
17 be prepared, the Parties anticipate that it may take up to fourteen (14) days to complete
18 and execute those agreements.

19 The Parties have met and conferred and agree that, in the interest of saving their
20 and the Court’s resources, their efforts are best spent on concluding the settlement,
21 rather than simultaneously litigating the matter despite the impending fact discovery
22 cut-off (March 13, 2025) and initial expert disclosure deadline (March 20, 2025), among
23 other pretrial dates, particularly because the impending deadlines would require
24 significant written discovery work and further document productions; proceeding with
25 the more than half-dozen depositions currently scheduled to take place between now
26 and the conclusion of the fact discovery cut-off would require cross-country travel and
27 preparation of witnesses; and expert work slated to occur between now and March 20,
28 2025 would require the Parties to incur substantial costs that they fully expect will be

1 unnecessary in light of the settlement. Accordingly, the Parties agree that a brief stay
2 of the proceedings pending execution of the settlement agreement is appropriate under
3 the circumstances.

4 Accordingly, IT IS HEREBY STIPULATED AND AGREED, subject to the
5 Court's approval, that:

6 1. All proceedings be stayed at this time, including all deadlines set forth in
7 the operative Scheduling Order dated December 26, 2024 (Dkt. 100) until March 17,
8 2025.

9 2. On or before March 17, 2025, the Parties will file either (i) a joint
10 stipulation for dismissal of the action, with prejudice; or (ii) a joint status report and
11 stipulation for further limited modification of the scheduling order that seeks the Court's
12 approval of an extension of the current deadlines by approximately thirty (30) days.

13 **IT IS SO STIPULATED.**

1 DATED: March 3, 2025

COOLEY LLP

3 By: /s/ Bobby Ghajar

4 Bobby Ghajar
5 Rebecca Givner-Forbes
6 Colette Ghazarian

7 CANTOR FITZGERALD SECURITIES

8 Nirav Shah
9 Gaurav Reddy
10 Matt Dexter
11 Mitchell Nobel

12 Attorneys for Defendants
13 NEWMARK & COMPANY REAL
14 ESTATE, INC. and NEWMARK
15 GROUP, INC.

16 DATED: March 3, 2025

17 SKIERMONT DERBY LLP
18 MIEKE K. MALMBERG
19 HAJIR ARDEBILI
20 JOHN J. O'KANE IV

21 By: 

22 Attorneys for Plaintiff and Counter-
23 Defendant, NEWMARK MERRILL,
24 INC.

ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4

Pursuant to L.R. 5-4.3.4, I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

SKIERMONT DERBY LLP
MIEKE K. MALMBERG
HAJIR ARDEBILI
JOHN J. O'KANE IV

By: 
JOHN J. O'KANE IV

Attorneys for Plaintiff and
Counter-
Defendant, NEWMARK
MERRILL, INC.

1 **Case Name:** *NewMark Merrill Companies, Inc. v. Newmark & Company Real*
2 *Estate, Inc., et al.*
3 **Case No.:** **2:23-cv-02370-HDV-E**

4 **CERTIFICATE OF SERVICE**

5 **U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

6 I am employed in the County of Los Angeles, State of California. I am over the
7 age of eighteen (18) and not a party to the within action. My business address is 633
8 West Fifth Street, Suite 5800, Los Angeles, California 90071.

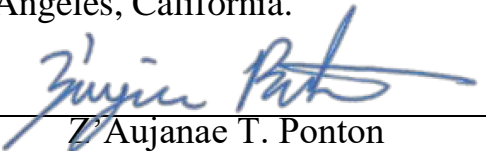
9 On March 3, 2025, I served the foregoing document titled **NOTICE OF**
10 **SETTLEMENT AND JOINT STIPULATION FOR LIMITED STAY OF**
11 **PROCEEDINGS.** on all interested parties to this action as follows:

12 **PLEASE SEE ATTACHED SERVICE LIST**

13 ☒ **(ELECTRONIC SERVICE BY E-MAIL)** I caused the documents to be sent
14 to the persons at the email addresses listed on the attached service list. I did not
15 receive, within a reasonable time after the transmission, any electronic message
16 or other indication that the transmission was unsuccessful.

17 ☒ I declare that I am employed in the office of a member of the bar of this Court
18 at whose direction the service was made.

19 Executed on March 3, 2025, at Los Angeles, California.

20 
21 _____
22 Z' Aujanac T. Ponton
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Case Name: *NewMark Merrill Companies, Inc. v. Newmark & Company
Real Estate, Inc., et al.*
Case No.: **2:23-cv-02370-HDV-E**

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